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*Corporation v. Landis*, 261 Fed. 440 (E. D. Pa.); *Ingram Day Lumber Co. v. Emergency Fleet Corporation*, 267 Fed. 283, 293 (S. D. Miss.). An agent of the government, merely because he is such, is not relieved of liability for his acts. *Osborn v. Bank of United States*, 9 Wheat. (U. S.) 738, 843. But the Corporation will not be liable for its acts properly performed within the scope of valid authority. Such acts are the government's alone. *Ballaine v. Alaska Northern Ry. Co.*, 259 Fed. 183 (9th Circ.). See *Ingram Day Lumber Co. v. Emergency Fleet Corporation, supra*. The only plausible argument urged against the decision in the principal cases, that it will mean a variety of judgments from state courts rendered without uniformity in rules of evidence and procedure, is untenable. All cases are removable to the federal courts, the Corporation being formed under the laws of the United States. *Rosenberg v. Emergency Fleet Corporation*, 271 Fed. 956 (D. Ore.); *Pacific Railroad Removal Cases*, 115 U. S. 1.

**CRIMINAL LAW — INFORMATIONS — JUDICIAL DISCRETION IN FILING OF INFORMATIONS.** — Leave of court was asked to file informations against the defendants, for hunting wild ducks after sunset, in violation of the regulations under the Migratory Bird Treaty Act. (1919 COMP. ST. ANN. SUPP. §§ 8837a-8837m.) The evidence tended to show a case for prosecution. *Held*, that leave be denied. *In Re Informations Under Migratory Bird Treaty Act*, 281 Fed. 546, 548 (D. Mont.).

For a discussion of the principles involved, see NOTES, *supra*, p. 204.

**CRIMINAL LAW — STATUTORY OFFENSES — VIOLATION OF CRIMINAL ANARCHY ACT.** — A statute defined criminal anarchy as "the doctrine that organized government should be overthrown by force or violence . . . or by any unlawful means," and made advocacy of criminal anarchy a felony N. Y. CONSOL. LAWS, c. 40, §§ 160, 161; 1918 PENAL LAW, §§ 160, 161, the defendant was convicted for publishing in his newspaper an article advocating the overthrow of the present government by a mass strike, and the substitution for it of "the dictatorship of the proletariat." *Held*, that the conviction be affirmed. *People v. Gitlow*, 234 N. Y. 132, 136 N. E. 317.

For a discussion of the principles involved, see NOTES, *supra*. p. 199.

**CRIMINAL LAW — TRIAL — WAIVER OF PRIVILEGE FROM COMMENT ON SILENCE.** — In a criminal trial where the defendant took the stand the prosecution was permitted over objection to question him on his failure to testify in the preliminary examination before the grand jury and at the coroner's inquest. A statute provided that the neglect of the defendant in any criminal case or proceeding to testify should not create any presumption against him and that the court should not permit any reference or comment to be made to or upon such neglect. (1915 MICH. COMP. LAWS, § 12552.) *Held*, that the conviction be affirmed. *People v. Prevost*, 189 N. W. 92 (Mich.).

For a discussion of the principles involved, see NOTES, *supra*, p. 207.

**DAMAGES — AVOIDABLE CONSEQUENCES — BREACH OF WARRANTY.** — The X Company contracted with the plaintiff to install a heating system for \$810, that would meet certain specifications, in default of which the contractor agreed to remove the system and refund the purchase price. The defendant as surety executed a bond for the performance of the contract. After installment and a satisfactory preliminary test the purchase price was paid. Thereafter the system was unable to meet the requirements, of which the defendant and the contractor were duly and repeatedly notified, with a request to remove the system. Five months later when no action had been taken by the contractor or the defendant, the plaintiff had the plant remodelled for \$690, and claimed that it would cost \$464